



Cedar City

10 North Main Street • Cedar City, UT 84720
435-586-2950 • FAX 435-586-4362
www.cedarcity.org

CITY COUNCIL WORK MEETING
APRIL 20, 2016
5:30 P.M.

Mayor
Maile L. Wilson

Council Members
Ronald R. Adams
Paul Cozzens
Terri W. Hartley
Craig E. Isom
Fred C Rowley

City Manager
Rick Holman

The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comment
- IV. Public Agenda
 - Public Comments
 - Intermountain Healthcare. Terri Kane, President of Southwest Region of IHC
- V. Business Agenda
 - Public
 1. Request addendum to existing dog/animal ordinance. Wynn Isom
 - Staff
 2. Consider amendments to the banner policy. Cameron Christensen
 3. Consider engineering contract from Jviation Engineers for Airport Improvement Project AIP-31. Ryan Marshall & Jeremy Valgardson
 4. Consider bids for the Sewer Manhole Rehabilitation project. Trevor McDonald
 5. Consider approval of a contract for public defender services. Paul Bittmenn

Dated this 18th day of April, 2016.

Renon Savage, MMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 18th day of April, 2016.


Renon Savage, MMC
City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.

CEDAR CITY COUNCIL
AGENDA ITEMS - 1
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: April 18, 2016

SUBJECT: consider an amendment to the City's Animal Control Ordinance

DISCUSSION:

The City's Animal Control Ordinance is located in Chapter 11 of the City's ordinances. Section 11-IV-2 limits an individual to 2 dogs per residence, lot, or place of business.

Mr. Isom has three (3) dogs. He would like the Council to consider the attached amendment to the animal control ordinance. Basically the amendment would allow for a property owner to have up to 5 dogs if the dogs are papered with a national agency, registered, and adequate facilities exist. The attached proposal is from the City of St. George.

I will have a written ordinance for your consideration prior to the action meeting.

Please consider Mr. Isom's proposal

duties and which are owned by such agencies.

3. Nothing in this section shall be construed so as to exempt any dog from having a current rabies vaccination. (Ord. 81-11-2, 11-5-1981)

http://sterlingcodifiers.com/codebook/index.php?hook_id=399&chapter_id=13933#s117773

5-2-5: REGULATORY PERMITS:

A. Types Of Permits:

1. **Commercial Permits:** It shall be unlawful for any person to operate or maintain a kennel, cattery, pet shop, grooming, riding stable, veterinary clinic or hospital, or any similar establishment, unless such person first obtains a regulatory permit from the division of animal control, in addition to all other required licenses. All applications for permits to operate such establishments shall be submitted, together with the required permit fee, on a printed form provided by the animal control division to that division. Establishments operated by a governmental or humane society shall be exempt from this section.
 2. **Sportsman's Permit:** Where permitted by other applicable ordinances of the city, the owner of purebred dogs may obtain a permit to keep up to five (5) dogs in a residential area provided:
 - a. Such dogs are individually licensed;
 - b. Such dogs are registered with a national registry (AKC, UKC, Field Dog);
 - c. Approval is granted by the department of community development and the division of animal control;
 - d. Adequate runs (not necessarily concrete) are provided; and
 - e. Other provisions of this chapter are complied with, and no dog or premises is deemed to be a nuisance.
- B. Posting Of Permit; Transferability; Changes:** A valid permit shall be posted in a conspicuous place in each establishment, and a permit shall not be transferable to another location. The permittee shall immediately notify the division of animal control of any change in location or ownership.
- C. Fee For Permit:** The fees for a commercial permit shall be in such amounts as established by resolution of the city council.
- D. Term Of Permit; Renewal:** Any permit issued pursuant to this section shall automatically expire on December 31 immediately following date of issue. Within two (2) months prior to the expiration of the

Banner Policy Proposition

Cedar City and Southern Utah University are working together to brand the city and the university together. As a result, 36 additional banner arms have been proposed to be added to 36 Main Street Light poles located on University Blvd between 100 East and 100 West and between University Blvd and 200 North (Historic Downtown).

Meetings were held with Ellen Treanor at SUU at help fund the project. An Agreement in the provided packets explains that SUU will pay \$4,000 while the city will pay the remaining balance of \$4,804. When the project went out for bid, the price was quoted at \$8,804.

However, nowhere in the Agreement does it say that SUU will receive first priority to the 36 additional banner poles. This is a result of council passing a policy (in the packet), stating that no organization will receive special treatment and the city will maintain complete control over the policy. As a result, Economic Development is here to request the City Council amend the banner policy to allow SUU to have first right of refusal to those 36 banner poles only. However, the city will maintain the regulation, and replacement thereof.

AGREEMENT

This agreement is entered into on the ____ day of _____, 2016, between Cedar City a municipal corporation and political subdivision of the State of Utah, hereinafter referred to as City; and Southern Utah University, a Utah Institution of Higher Education, hereinafter referred to as SUU.

WHEREAS, City owns approximately eighty two (82) brackets mounted to one side of City owned light poles along Main Street between 200 South and Coal Creek Road, and along Center Street between 100 East and 100 West; and

WHEREAS, City uses these brackets to display banners promoting various events that in City's opinion are of public concern; and

WHEREAS, City is interested in installing brackets on both sides of the existing light poles running along Main Street from 200 North to Center Street, and along Center Street from 100 East to 100 West; and

WHEREAS, In January, 2016, City published a request for bids for the Main Street light pole banner arms phase 2 project 2016 (200 South to 200 North), hereinafter referred to as the 2016 banner project, a copy of said request for bids, the awarded bid, the project specifications, the contract, and all supporting documentation are incorporated herein and are on file with the City Engineer's office; and

WHEREAS, SUU frequently hosts events that are a matter of public concern and is interested in using the brackets; and

WHEREAS, in an effort to maximize the scope of the 2016 banner project and provide additional banner locations that SUU may be able to utilize, SUU is interested in contributing money toward the project; and

WHEREAS, as part of the 2016 banner project, thirty-six (36) new brackets will be mounted on City owned light poles along Main Street from 200 North to Center Street, and along Center Street from 100 East to 100 West; and

WHEREAS, it is expressly understood between SUU and City that the original 82 banner brackets and the additional 36 brackets installed during the 2016 banner project and supported by funding provided for herein are the sole property of the Cedar City Corporation and are subject to all policies, fees, and procedures currently adopted by City or as City may amend or adopt in the future.

NOW THEREFORE, SUU and City agree that adequate consideration exists to support the formation of this contract and agree as follows:

1. SUU shall contribute four thousand dollars (\$4,000) to City to be used by City to pay a portion of the costs associated with the 2016 banner project. Upon signing this agreement SUU shall have ten (10) days to make full payment to City.

2. City will pay the remaining balance of approximately five thousand dollars (\$5,000) toward the cost of the 2016 banner project. City reserves the right to adjust the scope of the 2016 banner project so that the cost does not exceed the available funding.

3. The City will maintain sole ownership and control over all banner brackets currently existing or installed in conjunction with the 2016 banner project. City has an adopted policy which sets forth the rules for the use of the banner brackets. The City will manage and administer the use of the existing brackets and the brackets installed as part of the 2016 banner project in accordance with the City's policy as it currently exists or as it may be hereinafter amended. **Nothing in this agreement shall be construed to give SUU any expectation or rights to the use of the brackets.** Nothing in this agreement shall be interpreted or used as a reason not to allow SUU use of the brackets. The use of the brackets to hang banners shall be regulated by City in accordance with City policy.

4. City has an established set of fees related to the use of the brackets. The City's fees as they exist or may hereinafter be amended shall apply equally to SUU's use of the brackets. Nothing in this agreement is intended to waive fees or alter the City's established fees.

5. City reserves the right to use the brackets for City related projects. If City needs to remove SUU banners from the brackets in order to facilitate a City project, City will give SUU such advance notice as is reasonably feasible. City shall make its best efforts to give at least one (1) week advanced notice.

6. City agrees that all amendments to its banner policies or fees charged for use of the banners shall be done through a public process where SUU will have an opportunity to be involved in the public process.

7. The parties signing this agreement have the authority to bind their respective organizations to the terms of this agreement.

8. This agreement constitutes the entire agreement between City and SUU relating to the funding and use of the banner brackets. This agreement incorporates the necessary documents mentioned herein including City fees, City policies, and the project documentation for the 2016 banner project.

9. This agreement is governed by the laws of the State of Utah. If court action is deemed necessary jurisdiction is vested in the District Courts for the State of Utah. Venue is vested in the 5th Judicial District Court in and for Iron County.

Remainder of page intentionally left blank.

SUU's signature page.

Dated this _____ day of _____, 2016.

NAME:

TITLE:

STATE OF UTAH)

:SS.

COUNTY OF IRON)

On this _____ day of _____, 2016, personally appeared before me
_____ who duly acknowledged to me that ___he signed
the above and foregoing document.

NOTARY PUBLIC

City's signature page.

Dated this ____ day of _____, 2016.

Maile L. Wilson
Mayor

[SEAL]
Attest:

Renon Savage
Recorder

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

This is to certify that on the ____ day of _____, 2016, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile L. Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile L. Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC

CEDAR CITY CORPORATION

Downtown City Light Standards and North/South Interchange Billboard Banner Program

I. Purpose

The primary purpose of the Downtown City Light Standards and North/South Interchange Billboard Banner Program is to enhance the general appearance of the city's streetscape and call attention to community activities, institutions, or milestones that play a part in our City. The displays of banners promote the visual interest and economic vitality of Cedar City's historic downtown and contribute to the festive nature of Cedar City.

The banners and billboards described under this policy are expressions of Cedar City. The format and content expresses the views of Cedar City and because the format and content is expressly adopted by the City as the City's speech, the form and content are to be strictly regulated by the City.

Banners may be proposed by institutions and organizations in the cultural, intellectual, and charitable not-for-profit sector. They may be sponsored by for-profit entities, corporations and individuals provided that they meet the criteria for content and objectives described below.

A temporary banner is defined as a sign mounted on a city light standard containing a message in text, picture, logo or other form of representation, which is constructed of pliable materials such as canvas, fabric, vinyl plastic or similar materials which will withstand exposure to wind and rain without significant deterioration, and which does not require a building permit for its construction or installation outside of a building.

A billboard banner is defined as a sign mounted on a city interstate standard containing a message in text, picture, logo or other form of representation, which is constructed of pliable materials such as canvas, fabric, vinyl plastic or similar materials which will withstand exposure to wind and rain without significant deterioration, and which does not require a building permit for its construction or installation outside of a building.

II. Administration

Banners on City light standards and City billboards shall be reviewed and administered by the Office of Economic Development.

III. Display Locations, Banner Allotment

Downtown City light standards eligible to display banners are those along Main Street between 200 South and Coal Creek Rd, Center Street between 100 East and 300 West, Harding Ave. and Hoover Ave. between Main Street and 100 West. The number of banners available shall be 82. Applicant may request to use all or a portion of the available light standards. City billboards eligible to display banners are the North and South Interchange billboards. The number of banners available shall be one at each location. No banners across Main Street are allowed. (City lights, such as annual Christmas lights are not considered banners and are exempt from program.)

IV. Applications

Applications for banners on City light standards and billboards shall be submitted to the Office of Economic Development and shall be approved if compliant with all criteria set forth with this program. Application shall be submitted no later than 21 days prior to the first date of the proposed display period and no earlier than one year of proposed display period. A full color, graphic design layout of the banner is required at time of application.

Economic Development Director will determine which applicant receives priority status. Priority shall be determined on a first-come, first-served basis, based on the date a completed application is received. Where competing applications are submitted, display periods shall be limited to the actual event dates.

Each submission process may take one week for approval. Information on the application process is available from the Cedar City Economic Development Department at 10 N Main St, Cedar City, UT 84720.

V. Design

(A) **City Light Standards:** Banners shall be 49 inches by 23 inches (49"H x 23"W), with 3 inch pole pocket at the top and grommets on each bottom corner. Grommets should be two inches from either edge.

CEDAR CITY CORPORATION

Downtown City Light Standards and North/South Interchange Billboard Banner Program

(B) Billboard Banners: Banners shall be 66 inches by 191 inches (66"H x 191"W)

(C) City Light Standards Fabrication- Fabric must be of a durable material able to withstand the elements including snow, rain and heavy wind, no less than 14 oz weight material. Banners are most successful in the urban environment if they are designed with a small number of large, simple, bold elements, and when they utilize bright colors and strong contrast. Complex, ambiguous images with numerous small components should be avoided. Imagery and type should be appropriately scaled for long-range visibility by motorists and pedestrians.

(D) Billboard Banner Fabrication- Fabric must be of a durable material able to withstand the elements including snow, rain and heavy wind, no less than 20 oz weight material. Banners are most successful in the urban environment if they are designed with a small number of large, simple, bold elements, and when they utilize bright colors and strong contrast. Complex, ambiguous images with numerous small components should be avoided. Imagery and type should be appropriately scaled for long-range visibility by interstate motorists.

(E) City Light Standards Text – The text shall not comprise more than 40% of the area of the banner. The content lettering must be at least 2 inches high.

(F) Billboard Banner Text- The text shall not comprise more than 60% of the area of the banner. The content lettering must be at least 8 inches high.

(G) Sponsors- A sponsor's symbol/logo is permitted provided that it occupies an area of less than 20% of the total square footage of the banner surface. The sponsor's symbol/logo must be positioned at the bottom of the banner.

VI. Installation

(A) City Light Standards- Banners must be received by the Economic Development Department no later than one (1) week prior to the first date of scheduled display. The Economic Development Department address is 10 N Main St, Cedar City, UT 84720. All banners on City light standards shall be installed by City personnel. After removal, the applicant will retrieve banners from Economic Development Department within ten (10) days. If after ten days the banners have not been retrieved they shall become the property of the City and will be disposed of accordingly.

(B) Billboard Banners- Banners must be installed and removed by a city approved sign company. For a list of approved sign companies contact the Office of Economic Development.

(C) Fees

Upon receipt of a completed application, the Office of Economic Development will provide the applicant with final fee assessment based on costs for City services arising from the installation and removal of the banners, including but not limited to the use of City personnel and/or equipment as is contained in the consolidated fee schedule located online at <http://www.cedarcity.org/DocumentView.aspx?DID=923>. Fees must be paid in full prior to installation.

VII. Period of Display

Banners may be displayed for no more than six (6) weeks at a time. Applicants shall accept that the display period is contingent upon a workable arrangement within the overall schedule of other City banners as well as prior commitments to other outside sponsors. Prior commitments may preclude the desired display period of an otherwise acceptable applicants banner. Applicants may make application for continuous running time slots.

In case of advanced deterioration of the signage, or if a dangerous condition presents itself, the Cedar City Economic Development Department, as administrator, may at its sole discretion direct signage to be removed at any time. In the Cedar City Economic Department experience, signage installed during winter months are particularly subject to serious weather-related problems.

VIII. Liability

CEDAR CITY CORPORATION

Downtown City Light Standards and North/South Interchange Billboard Banner Program

The applicant shall agree to assume full liability and indemnify the City for any damage to persons or property arising from the display of the banners by the City. The City is not responsible for any damage that may occur to the banners from any cause.

Updated Sept 24, 2013

**CEDAR CITY COUNCIL
AGENDA ITEM 3**

INFORMATION SHEET

TO: Mayor and City Council

From: Ryan Marshall & Jeremy Valgardson

Date: April 20, 2016

SUBJECT: Approval of Engineering Contract From Aviation Engineers for Airport Improvement Project: AIP-31

DISCUSSION: Attached is the contract for engineering services from Aviation Engineers for AIP-31 "Terminal Apron Hardstand & Asphalt Rehabilitation and Taxiway Delta Pavement Maintenance." This project will replace the old failing asphalt on the air carrier ramp with new asphalt and a 150' X 75' concrete hard stand. This project will also fix the FAR 139 write-ups we received from the FAA by removing old taxiway markings and replacing with new approved markings. The project is budgeted for FY15-16. This is an FAA grant with 95-5% funding. The city is responsible for 5% of the total project cost. Total project cost is estimated to be 1,052,663.

**CONTRACT FOR ENGINEERING SERVICES
BETWEEN CEDAR CITY CORPORATION AND
AVIATION, INC.
A.I.P. NO. 3-49-0005-31**

THIS AGREEMENT is made and executed this _____ day of _____, 2016, by and between Cedar City Corporation, hereinafter referred to as the OWNER, and Aviation, Inc., hereinafter referred to as the ENGINEER.

SECTION A – GENERAL

WHEREAS, the OWNER intends to construct an Airport Improvement Project at the Cedar City Regional Airport, Cedar City, Iron County, State of Utah; and,

WHEREAS, the proposed project consists of the Terminal Apron Hardstand and Asphalt Rehabilitation and Taxiway Delta Pavement Maintenance; and,

WHEREAS, the OWNER recognizes the ENGINEER as qualified and desires to contract with the ENGINEER to perform the design, prepare the contract documents and technical specifications, perform the bidding, construction observation and administration services for the project.

NOW THEREFORE, that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed to the terms and conditions described herein.

SECTION B – PRELIMINARY AND DESIGN ENGINEERING AND BIDDING SERVICES

The ENGINEER shall furnish preliminary and design engineering and bidding services as follows:

1. The ENGINEER shall assist in establishing project parameters for the A.I.P. project in conjunction with the Federal Aviation Administration (FAA) and the OWNER.
2. The ENGINEER will perform preliminary engineering investigations, provide project layout maps, and will prepare a number of preliminary cost estimates for alternative designs requested by FAA for the project.
3. The ENGINEER shall prepare the application for funding to be submitted to the Federal Aviation Administration.
4. The ENGINEER shall assist the OWNER in setting a Disadvantaged Business Enterprise (DBE) participation goal for the project.

5. The ENGINEER shall assist the OWNER in Title VI Equal Opportunity compliance.

6. The ENGINEER will prepare and submit to FAA a design report for all phases of work.

7. The ENGINEER shall complete the detailed design and detailed drawings, specifications, and contract documents of the work items and shall make a final cost estimate based on the final design.

8. The ENGINEER agrees to submit said plans and specifications to FAA and the OWNER for approval. Modifications as directed by FAA and approved by the OWNER shall be incorporated into the plans and specifications.

9. Prior to the advertisement for bids, the ENGINEER will provide not to exceed 5 copies of detailed drawings, specifications, and contract documents, as well as a .pdf file, for use of the OWNER and the appropriate Federal, State, and Local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included as a direct cost in the basic compensation paid to the ENGINEER.

10. The ENGINEER will furnish additional copies of the drawings, specifications, and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge for such copies. Upon award of the contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications, and contract documents for execution. The costs of these sets shall also be included as a direct cost in the preliminary and design compensation paid to the ENGINEER.

11. The ENGINEER shall conduct a pre-bid site tour to familiarize prospective bidders with the project.

12. The ENGINEER will be available to provide information to bidders and to prepare addenda, if necessary, to clarify the requirements of the work to be performed

13. The Engineer will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, and make the recommendations for awarding the contract for construction.

SECTION C – CONSTRUCTION OBSERVATION & ADMINISTRATION SERVICES

The ENGINEER shall provide project construction observation and construction administration services for the construction of the proposed facilities as follows:

1. The ENGINEER will, in conjunction with the OWNER, conduct the pre-construction conference with the selected contractor.

2. The ENGINEER will review necessary shop and working drawings, furnished by the Contractor, for conformance with the project design intent.

3. The ENGINEER will provide bench marks and identify work boundaries required by the Contractor to construct the project. All construction staking shall be the responsibility of the Contractor.

4. The ENGINEER will furnish engineering oversight, materials acceptance testing as defined by FAA and full time resident observation as necessary for the project. The ENGINEER will keep the OWNER informed of the progress and conformance of the work with the contract documents. Change Orders and Supplemental Agreements as recommended by the ENGINEER will be approved by the OWNER and the FAA.

5. The ENGINEER will provide contract administration services for the project and will also perform administrative services as pertaining to the Federal Aviation Administration requirements.

6. The ENGINEER will review and recommend approval of estimates for progress and final payments to the Airport Manager for final approval. Approvals shall consider accuracy of payment requests as well as acceptability of work being paid for and progress of the work.

7. The ENGINEER will make a final engineering review of the construction and shall prepare and submit to the FAA a final engineering report.

8. The ENGINEER will provide the OWNER with one set of reproducible construction record drawings and a CD containing electronic copies of the same in .pdf and CAD format. Said drawings indicate the nature and location of work reported by the Contractor.

9. The ENGINEER will prepare notices and advertisements of final payments if required by State or Federal statutes.

10. The ENGINEER will be available to furnish engineering service and consultation necessary to correct all unforeseen project operating difficulties for a period of 1 year after the date of final review and acceptance of the facility by the OWNER. Such consultation and advice shall be furnished without additional charge except for travel and authorized subsistence costs.

SECTION D – COMPENSATION

The OWNER agrees to compensate the ENGINEER for engineering services as follows:

1. For preliminary and design engineering services specified in Section B, the ENGINEER shall be paid a lump sum of Seventy Thousand Four Hundred Fifty-Two Dollars (\$70,452.00).

2. The OWNER agrees to compensate the ENGINEER for construction observation, compliance testing and administration services as outlined in Section C for the actual allowable

cost plus a fixed fee. The actual cost includes direct salary cost, indirect costs, including payroll additives, and direct non-salary costs as outlined below:

(a) The direct salary cost is the actual salary expense excluding payroll additives for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this agreement. The direct salary costs are estimated to be approximately Twenty-Four Thousand Three Hundred Thirty-Four Dollars (\$24,334.00) as set forth in the attached Detailed Engineering Fee Breakout.

(b) The indirect labor costs including payroll additives are estimated as 159.0 percent of the direct salary cost. The additive and indirect cost rates are based on currently available accounting information, and shall be used for all progress payments. This percentage may be adjusted on the final payment in compliance with an audited rate over the project time period.

(c) The direct non-salary costs are those costs directly incurred in fulfilling the terms of this agreement, including but not limited to travel, reproduction, telephone, per-diem, equipment rental, supplies, and fees of outside consultants. The direct non-salary costs are estimated to be approximately Twenty-Two Thousand Two Hundred Sixty-Three Dollars (\$22,263.00) as set forth in the Detailed Engineering Fee Breakout in Appendix A.

(d) The fixed fee which represents the consultant's profit and allowable expenses shall be Twelve Thousand Seven Hundred Eleven Dollars (\$12,711.00). The fixed payment will be prorated and paid regularly in proportion to the work performed as reflected by the periodic invoices, that is, on the same ratio as the invoice costs bear to the originally estimated total for consultant's actual costs which is the maximum amount payable minus the fixed payment. Any portion of the fixed payment not previously paid in the periodic payments will be covered in the final payment.

(e) Without a change order approved prior to additional costs being incurred, the total cost of construction engineering, observation, monitoring of contractor provided materials testing, outside consultants and administration shall not exceed Ninety-Eight Thousand Dollars (\$98,000.00)

3. The total project cost including Part A – Basic Services and Part B- Special Services as shown in the attached Scope of Work and Fee Sheet shall not exceed One Hundred Sixty-Eight Thousand Four Hundred Fifty-Two Dollars (\$168,452.00).

4. In the event that the ENGINEER determines additional costs for design, construction observation and administration will be required, either as a result of changes requested by the OWNER and/or FAA, or increased contract time or unanticipated construction problems, he shall advise the OWNER and FAA and shall not incur such additional costs except upon prior written approval by the OWNER.

5. Payment for construction observation, materials acceptance testing, and administration services will be made on a monthly basis. The ENGINEER will render to the OWNER for such services an itemized bill, separate from any other billing, at the end of each month, the same to

be due and payable by OWNER to the ENGINEER on or before the 20th day of the following month.

SECTION E – GENERAL LIABILITY

The ENGINEER agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect him and the OWNER from claims under the Workman's Compensation Act, and the ENGINEER shall hold the OWNER harmless for all claims for bodily injury, death, or property damage which are attributable to the negligent performance of duties specified in this agreement as they apply to the ENGINEER. Likewise, the OWNER shall hold the ENGINEER harmless for the bodily injury, death, or property damage which may arise from the negligent performance by employees or agents of the OWNER or actions taken by said agents or employees without proper consultation with the ENGINEER. The ENGINEER shall also carry general liability insurance in the amount of \$2,000,000 per occurrence. Owner named as additionally insured.

SECTION F – SPECIAL CONDITIONS / FEDERAL CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

The ENGINEER must maintain an acceptable cost accounting system. The ENGINEER agrees to provide the OWNER, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives' access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The ENGINEER agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the ENGINEER or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The ENGINEER agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the ENGINEERS from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the airport OWNER or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport OWNER or any transferee retains ownership or possession of the property.

CIVIL RIGHTS – TITLE VI ASSURANCES.

Title VI Solicitation Notice:

The Cedar City Corporation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the “ENGINEER”) agrees as follows:

1. Compliance with Regulations: The ENGINEER (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The ENGINEER, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The ENGINEER will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the ENGINEER of the ENGINEER's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The ENGINEER will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a ENGINEER is in the exclusive possession of another who fails or refuses to furnish the information, the ENGINEER will so certify to the OWNER or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a ENGINEER's noncompliance with the Non-discrimination provisions of this contract, the OWNER will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the ENGINEER under the contract until the ENGINEER complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The ENGINEER will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The ENGINEER will take action with respect to any subcontract or procurement as the OWNER or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the ENGINEER becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the ENGINEER may request the OWNER to enter into any litigation to protect the interests of the OWNER. In addition, the ENGINEER may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

During the performance of this contract, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the "ENGINEER") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and ENGINEERS, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

CLEAN AIR AND WATER POLLUTION CONTROL

ENGINEERs and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the ENGINEER or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements. No ENGINEER or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) above, the ENGINEER and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such ENGINEER and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.
3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration or the OWNER shall upon its own action or upon written request of an

authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the ENGINEER or subcontractor under any such contract or any other Federal contract with the same prime ENGINEER, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime ENGINEER, such sums as may be determined to be necessary to satisfy any liabilities of such ENGINEER or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors. The ENGINEER or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime ENGINEER shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

DISADVANTAGED BUSINESS ENTERPRISES

1. Contract Assurance (§ 26.13). The ENGINEER or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the ENGINEER to carry out

these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

2. Prompt Payment (§26.29). The prime ENGINEER agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 45 days from the receipt of each payment the prime ENGINEER receives from the OWNER. The prime ENGINEER agrees further to return retainage payments to each subcontractor within 45 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the OWNER. This clause applies to both DBE and non-DBE subcontractors.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

The United States Department of Labor Wage and Hour Division can provide information regarding any specific clauses or assurances pertaining to the FLSA required to be inserted in solicitations, contracts or subcontracts.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

OSHA can provide information regarding any specific clauses or assurances pertaining to the Occupational Safety and Health Act of 1970 required to be inserted in solicitations, contracts or subcontracts.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the OWNER of the Federal grant under which this contract is executed.

TERMINATION OF CONTRACT

1. The OWNER may, by written notice, terminate this contract in whole or in part at any time, either for the OWNER's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the OWNER.

2. If the termination is for the convenience of the OWNER, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the ENGINEER's obligations, the OWNER may take over the work and prosecute the same to completion by contract or otherwise. In such case, the ENGINEER is liable to the OWNER for any additional cost occasioned to the OWNER thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the ENGINEER had not so failed, the termination will be deemed to have been effected for the convenience of the OWNER. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

6. Under paragraph 1 and 2 above, the termination party shall give the other party: (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) opportunity for consultation with the terminating party prior to termination.

7. Under paragraph 1 and 2 above, the termination party shall give the other party: (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) opportunity for consultation with the terminating party prior to termination.

TRADE RESTRICTION CLAUSE

The ENGINEER or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a ENGINEER or subcontractor who is unable to certify to the above. If the ENGINEER knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the OWNER cancellation of the contract at no cost to the Government.

Further, the ENGINEER agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The ENGINEER may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The ENGINEER shall provide immediate written notice to the OWNER if the ENGINEER learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the ENGINEER if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the OWNER cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a ENGINEER is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

SECTION G – OTHER GENERAL & LOCAL PROVISIONS

1. This agreement, the documents attached hereto, and the work produced pursuant to this agreement constitute the entire agreement between the parties. As such this is an integrated agreement and shall be interpreted based on the language contained within the agreement. No prior written or oral representations shall be binding on either party. This agreement may be amended only by change order that is reduced to writing and is duly approved by the City Council and the designated officials for the consultant.

2. This agreement is subject to the laws of the State of Utah. In the case of court action jurisdiction is vested solely in the District courts for the State of Utah and venue is vested in the 5th Judicial District Court in and for Iron County.

3. The ENGINEER shall document and verify the citizenship or immigration status of each employee. The ENGINEER shall use one of the electronic verification systems defined in UCA §63-99a-103. In all contracts with subcontractors, at any level, the ENGINEER shall require each subcontractor, at any level, to use an electronic verification system, as defined in UCA §63-99a-103, to verify the citizenship or immigration status of all employees. All subcontractors at any level shall be required to certify to the ENGINEER, by affidavit, that the subcontractor has verified through an electronic verification system the employment status of each new employee.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below:

Dated this _____ day of _____, 2016

Maile L. Wilson, MAYOR
Cedar City Corporation

[SEAL]

ATTEST:

Renon Savage, CITY RECORDER

STATE OF UTAH)
 : Ss.
COUNTY OF IRON)

This is to certify that on the _____ day of _____, 2016, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile L. Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile L. Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC

Dated this ____ day of _____, 2016

Jeremy Lee, Project Manager
Jviation, Inc.

[SEAL]

ATTEST:

Sherilyn Bennion, PROJECT COORDINATOR

STATE OF UTAH)
 : Ss.
COUNTY OF WASHINGTON)

This is to certify that on the _____ day of _____, 2016, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Jeremy Lee, known to me to be a Project Manager of Jviation, Inc., and Sherilyn Bennion known to me to be a Project Coordinator of Jviation, Inc., and acknowledged to me that he the said Jeremy Lee and she the said Sherilyn Bennion executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

James Jackson, NOTARY PUBLIC

**SCOPE OF WORK
FOR
CEDAR CITY REGIONAL AIRPORT
Cedar City, Utah**

AIP Project No. 3-49-0005-31

**Terminal Apron Hardstand & Asphalt Rehabilitation and Taxiway Delta Pavement
Maintenance**

This project will consist of preparing Construction Plans, Contract Documents, Technical Specifications and Engineer's Design Report, along with Bidding and Construction Administration, Construction Management Plan, Construction Safety and Phasing Plan, On-site Coordination, Post Construction Coordination and the Final Construction Report for the project described below. See Exhibit 1 below for project location.

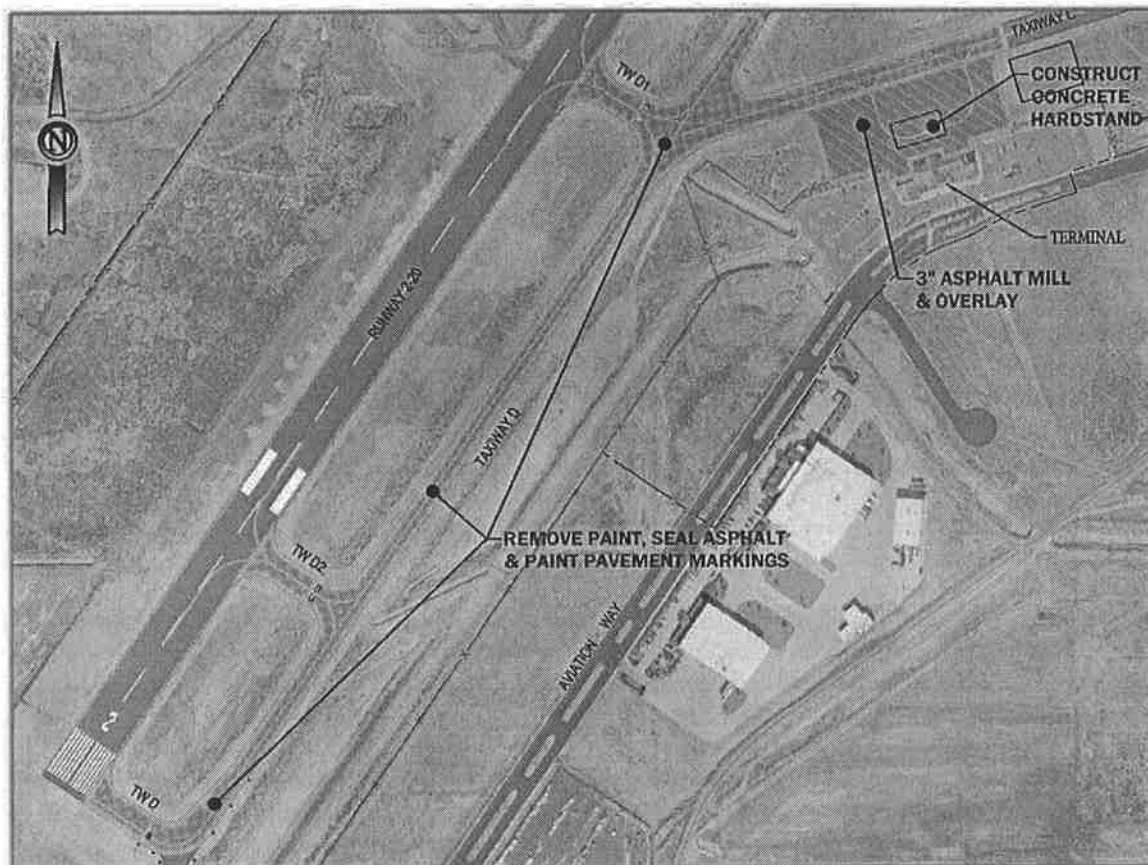


EXHIBIT 1

DESCRIPTION:

Schedule I

The terminal apron asphalt has ruts where the Skywest jets park, areas where rocks are raveling and deposits where water is seeping up through the asphalt after storm events. This project will correct these deficiencies by:

1. Constructing a new concrete hard stand, 150' long by 75' wide (11,250 square feet), for the Skywest

- and charter jets to park on.
2. Milling off the top 3-inches of the remainder of the apron (122,135 square feet), and replacing with new asphalt with a bituminous binder designed to take the loading of the aircraft utilizing the apron. Pavement markings, including the TSA Restricted Area line outside the TW C OFA and aircraft movement centerlines, will also be painted.
 3. Installing an underdrain in the south part of the apron pavement section that will intercept water moving up or down through the pavement and drain it into a pipe that will outlet to an existing storm water ditch south of the apron.

Schedule II

Taxiway Delta has edge markings painted in different locations, with old markings showing through the seal coat so it appears there are 4 edge lines instead of the standard 2. All the existing markings will be removed, a pavement seal coat applied and new pavement markings painted. Taxiway Charlie in front of the terminal apron will also have a pavement seal coat applied and new pavement markings painted.

The Engineering fees for the project will be broken into two parts, **Part A-Basic Services**; 1) Preliminary Design Phase, 2) Design Phase, and 3) Bidding Phase, and **Part B-Special Services**; 4) Construction Administration Phase, 5) Pre-Construction Phase, 6) Construction Coordination Phase, or Field Engineering, and 7) Post Construction Phase. A Pavement Evaluation/Geotechnical Testing Report (Gem Engineering) and Quality Assurance (QA) testing (Landmark Testing & Engineering) during the construction phase of the project will also be included under **Part B-Special Services**. Parts A and B and the seven phases are described in more detail below. Based on our preliminary estimate, the project construction cost is approximately \$800,000.

PART A - BASIC SERVICES

Part A - Basic Services will consist of the preliminary design phase, design phase and bidding phase.

1.0 Preliminary Design Phase

1.1 Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical dates, establish the proposed design schedule, AIP development schedule and scope meeting schedule, determine the feasibility of the proposed work and to establish the need for topographical surveying and pavement investigation/geotechnical testing. Various meetings during the design phase will also be conducted to review the progress of the design and discuss construction details, proposed time frame of the construction, and special requirements of the project. It is anticipated that there will be a minimum of 5 meetings with the Sponsor and/or the FAA throughout the course of the project.

1.2 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings with the Sponsor and the FAA. This also includes drafting the contract for the work to be completed by Jviation for the Sponsor.

1.3 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application will include the following:

- ➔ Prepare Federal 424 form
- ➔ Prepare Project Funding Summary
- ➔ Prepare Program Narrative, discussing the Purpose and Need of the work and the Method of Accomplishment
- ➔ Project Sketch (11"x17")
- ➔ Prepare Preliminary Cost Estimate
- ➔ Prepare the Sponsor Certifications

➔ **Attach the current Grant Assurances**

The Engineer will submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Engineer will forward two copies of the signed application to the FAA for further processing.

1.4 Coordinate and Perform Topographical Survey. This task includes preparing the requirements, limits of work, and scheduling the topographical survey. This task includes the actual survey to define the limits of construction and existing features for use in the design of the new apron.

1.5 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460 on the Sponsor's behalf. The Form 7460 will be submitted on the FAA OEAA website a minimum of 90 days prior to the start of construction for approval.

1.6 Completion of Categorical Exclusion and Environmental Checklist. Jviation will be responsible for completing the adequate level of environmental review for the project, to complete the environmental checklist and prepare the categorical exclusion for submission to FAA.

1.7 Coordinate Pavement Investigation/Geotechnical Testing. This task includes preparing the requirements for the pavement sampling and soils testing, establishing the limits of the work area, and scheduling time for testing to be completed. Negotiating with the geotechnical firm for a cost for the work is also included in this item.

1.8 Update Disadvantaged Business Enterprise (DBE) Program and Goals. This task will include updating the Disadvantage Business Enterprise (DBE) program to include the small business element and updating the goals. The Fiscal Year 2014 DBE goals will be updated to reflect the design and construction for the project. Research the current UUCP certified DBE listings and area contractors to determine the availability of potential DBE contractors. Prepare preliminary construction estimates and establish the potential DBE work items. Finalize the DBE goal work sheets for the Sponsor for submittal to the FAA Civil Rights Office for approval.

2.0 Design Phase

2.1 Prepare Preliminary Contract Documents. This task will include preparing the preliminary Contract Documents including the invitation for bids, instruction to bidders, proposal, equal employment opportunity clauses, construction contract agreement, performance bond, payment bond, and general provisions. Preparation will include establishing the location for the bid opening, dates for advertisement, and description of the work schedule. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review by the City Attorney's Office and Purchasing Department.

2.2 Inventory Existing Utilities. This task includes reviewing record drawings and consulting with the local utility companies and Owner to identify all utilities within the project site.

2.3 Pavement Design. This task will consist of two pavement sections. The existing section will be evaluated for rehabilitation and a new section for the concrete hardstand utilizing existing subgrade and subbase shall be developed. Pavement designs for aircraft pavements will be calculated in accordance with the FAA Advisory Circular 150/5320-6E, Airport Pavement Design and Evaluation utilizing approved forecasts, and current airline schedules.

2.4 Drainage Design. This task will consist of confirming the changes to existing apron drainage. The apron currently drains over the surface and the proposed improvement includes the addition of subsurface drainage for pavement section protection and a collection pipe and drain box at the edge of pavement to

reduce scour of the taxiway safety area. These changes will not impact drainage beyond the paved areas and no permitting will be provided for these systems to be installed, but it will be reviewed with Cedar City engineering staff.

2.5 Prepare Preliminary Plans. The following is a list of anticipated construction drawings for the project. Additional drawings may be added during the design phase if required:

- ➔ **Cover Sheet (1 Sheet)** – Project title, project/grant numbers, and funding agencies.
- ➔ **Index of Drawings, Summary of Quantities, General Notes & Master Legend (2 Sheets)** – Lists all the drawings in the plans set, approximate quantities, general notes and legends where applicable.
- ➔ **Construction Layout and Survey Control Plan (1 Sheet)** – Depicts the overall airport layout and identifies key project elements including contractor access, storage, staging areas and survey control points for the project.
- ➔ **Safety Plan (2 Sheets)** - Identifies to the contractor the safety procedures for the project.
- ➔ **Construction Phasing / Operations Plan (2 Sheets)** – Identifies to the contractor the phasing requirements and operating procedures for the project.
- ➔ **Demolition Sheets (2 Sheets)**
- ➔ **Grading Spot Elevation Sheets (6 Sheets)** Depicts the spot elevations for the project.
- ➔ **Typical Sections and Details (2 Sheets)** – Illustrates typical cross sections for the project and will include any necessary details.
- ➔ **Drainage and Trench Details (2 Sheets)** – Depicts the details for the drainage elements.
- ➔ **Pavement Seal Coat/Marking Layout (2 Sheets) and Details (1 Sheet)** – Depicts the pavement seal coat/markings layout and details for the project.

PLAN SET TOTALING 23 SHEETS

2.6 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible; with the guidance from the current edition of the *FAA Advisory Circular 150/5370-10G, Standards for Specifying Construction of Airports* and any relevant Northwest Mountain Region “Notices” will be followed. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized will include, but not be limited to, the following:

- ➔ Item GP-105 Mobilization
- ➔ Item P-140 Pavement Removal
- ➔ Item P-152 Excavation and Embankment
- ➔ Item P-153 Controlled Low Strength Material
- ➔ Item P-156 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- ➔ Item P-159 Watering
- ➔ Item P-306 Lean Concrete Base Course
- ➔ Item P-401 Plant Mix Bituminous Pavement
- ➔ Item P-501 Portland Cement Concrete Pavement
- ➔ Item P-603 Bituminous Tack Coat
- ➔ Item P-610 Structural Portland Cement Concrete
- ➔ Item P-620 Runway and Taxiway Painting
- ➔ Item D-701 Pipe for Storm Drains and Culverts
- ➔ Item D-705 Pipe Underdrains for Airports
- ➔ Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes

2.7 Prepare Preliminary Special Provisions. This task includes preparing the Special Provisions to address, or expound on, conditions that require additional clarification. They will include, but are not limited to, the following:

- ➔ Description of Work
- ➔ Haul Roads/Project Access
- ➔ Airport Security
- ➔ Work Schedule
- ➔ Pre-Construction Conference
- ➔ Sequencing of the Work
- ➔ Closure of AOA's
- ➔ Accident Prevention
- ➔ Underground Cables/Utilities
- ➔ Guarantees/Insurance/Taxes/Permits
- ➔ Wildlife Plan
- ➔ Contracts/Subcontracts
- ➔ Additional DBE Information
- ➔ Liquidated Damages
- ➔ Construction Operational Plan
- ➔ Safety Standards and Impacts
- ➔ Special Testing Considerations
- ➔ Project Closeout Forms

2.8 Coordinate Phases for Construction. This task involves meeting with the Sponsor to discuss the operations of the airport to help determine how the construction phasing of the project will effect operations. From these meetings, a Construction Safety and Phasing Plan (CSPP) will be compiled and depicted in the Contract Documents. This plan will thoroughly discuss the operations of the airport and safety requirements during the project. This item will also identify any unusual conditions that could affect the contractor's normal progress on the project.

2.9 Compile/Submit Permits. Special use permits that can be identified during the design phase of the project will also be listed in the Special Provisions of the Contract Documents for the contractor's benefit. The contractor will be responsible for any special use permits including any surface discharge requirements, including filing the Notice of Intent for Construction Activities and preparing the storm water pollution prevention plan (SWPPP) as required.

2.10 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices.

2.11 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the plans and specifications, Jviation will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available.

2.12 Prepare Construction Safety and Phasing Plan (CSPP). From the meetings in Task 2.6 above, a CSPP will be compiled and depicted in the Contract Documents. This plan will thoroughly discuss the operations of the airport and safety requirements during the project. This item will also identify any unusual conditions that could affect the contractor's normal progress on the project.

2.13 Prepare Design Engineer's Report and Modification of Standards. During the preparation of the preliminary plans and specifications, a design report will be prepared according to the current FAA Northwest Mountain Region Design Report guidelines. The report will include a detailed summary of the project, photographs and descriptions of existing site conditions, recycling and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding and construction. Modifications to the FAA construction standards, as necessary, for the project will be compiled and presented to the FAA and Sponsor early on in the design process and included in the design report. The

design report will also contain any alternative design concepts that were investigated and evaluated.

2.14 Plans Review at 60% and 95% Complete. During various stages of completion of the design, Jviation will submit a set of Construction Drawings, Specifications and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.15 In-House Quality Control. Prior to each review set of Construction Drawings, Specifications and Contract Documents being submitted to the Sponsor and FAA, a thorough in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Drawings, Specifications and Contract Documents being submitted by a licensed Professional Engineer, other than the Engineer who performed the design of the project, comments offered by the Engineer that performed the review and revisions to the Construction Drawings, Specifications and Contract Documents accordingly.

2.16 Prepare and Submit Final Plans and Specifications. A final set of Construction Drawings (11" x 17"), Technical Specifications, Contract Documents and Engineer's Design Report will be prepared and submitted to the Sponsor, UDOT and FAA. These documents shall incorporate all revisions, modifications and corrections determined during the Sponsor and FAA final review.

3.0 Bidding Phase

3.1 Advertise for Bids/Bid Assistance. Jviation shall assist the Sponsor, as needed, with any required bidding documents.

3.2 Prepare/Conduct Pre-Bid Meeting. Jviation will conduct the pre-bid meeting and pre-bid site visit in concert with Cedar City.

3.3 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project as required, based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor prior to issuance to prospective bidders. The addenda will meet all design and construction standards, as required.

3.4 Consult with Prospective Bidders. During the bidding process, Jviation will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project.

3.5 Attend Bid Opening. Jviation will attend the bid opening for the project.

3.6 Review Bid Proposals. Upon the opening of submitted bid proposals by Cedar City, Jviation will review all the bid proposals submitted. An analysis of the bid prices and contractor's qualification for the work will be completed and tabulated.

3.7 Prepare Recommendation of Award. Jviation will prepare a Recommendation of Award for the Sponsor to accept or reject the bids as submitted. If rejection is recommended, Jviation will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

PART B - SPECIAL SERVICES

Part B - Special Services will consist of the construction administration phase, pre-construction coordination phase, on-site construction coordination phase, and post-construction/project close out phase.

Also included are direct subcontract costs for quality assurance testing verification during construction.

4.0 Construction Administration Phase

4.1 Prepare Construction Contract and Documents. This item accounts for the efforts during and immediately prior to project construction. In agreement with the FAA, Jviation will prepare the Notice of Award, Notice to Proceed and Contract Agreements for the Sponsor's approval and signatures. Appropriate copies will be submitted to the successful contractor(s) for their signatures. Jviation will make five copies of the plans and specifications for the contractor's use during construction.

4.2 Office Assistance. Office engineering staff, CAD personnel, and clerical staff will be required to assist the Resident Engineer(s) as necessary during construction. Specific items to be accomplished include compiling and sending additional information requested from the office to the project site, providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary (field files are mirrored in the office for continuity) and various other items necessary in the day-to-day operations.

4.3 Periodic Cost Estimates and Requests for Reimbursement. This task consists of preparing the periodic cost estimates during construction and requests for reimbursement of funds. Requests for reimbursement will be submitted for payment from the appropriate agency. All FAA requests for reimbursement will be submitted for the Sponsor via eDelphi which is the FAA's electronic transfer of funds program.

4.4 Weekly/Monthly Reports. The Project Manager will review progress reports weekly and monthly.

4.5 Change Orders/Supplemental Agreements. Clerical and drafting personnel will assist with change orders and supplemental agreements as necessary.

4.6 Record Drawings. All drafting for the final record drawings will be prepared by the office drafting personnel. One set of 11"x17" drawings (hard copy and electronic) will be submitted to the Sponsor. One set of 11"x17" black-line drawings and one electronic copy (in acceptable format) of the documents will be provided to the FAA.

4.7 Final Construction Report. Clerical will complete the typing for the final construction report. Clerical will prepare the required project closeout statements. Two copies of the construction report, prepared according to the current Northwest Mountain Region's construction/final report guidance, will be submitted to the Sponsor and one copy submitted to the FAA. It is anticipated that the Denver ADO could request revisions to this document following initial submittal.

5.0 Pre-Construction Coordination Phase

5.1 Prepare Project Files. This task is to assure the construction contracts are in order, the bonds have been completed, and the contractor has been provided with adequate copies of the Construction Drawings, Specifications and Contract Documents, which will be updated to include all addenda items issued during bidding. Clerical will prepare the quantity sheet, testing sheets, construction report format, etc.

5.2 Prepare/Conduct Pre-Construction Meeting. This task is to assure the pre-construction meeting has been scheduled and all necessary parties have been informed. Jviation will conduct a pre-construction meeting to review FAA requirements prior to commencing construction. The meeting will be held at the airport and will include the Sponsor, FAA (if possible), contractor, sub-contractors, and airport tenants affected by the project.

5.3 Review Contractor's Safety Plan Compliance Document. This task includes review and comment on the contractor's Safety Plan Compliance Document (SPCD) as required per *FAA Advisory Circular (AC)*

150/5370-2F, *Operation Safety on Airports during Construction*. Jviation will review to ensure that all applicable construction safety items are addressed and the SPCD meets the requirements of AC 150/5370-2F and the Contract's Construction Safety and Phasing Plan (CSPP). The bid documents will address the requirement for the contractor to submit a SPCD. The intent of the SPCD is to detail how the contractor will comply with the CSPP. Following award of the project to the successful contractor and prior to the issuance of the Notice to Proceed, Jviation will review the SPCD and provide comments and ultimate approval of the document. It is anticipated that the document will require at least one re-submittal by the contractor to address any missing information.

6.0 On-Site Construction Coordination Phase

This phase will consist of providing a Construction Manager on an as-needed basis, supported by one full time Field Engineer/Inspector. It will be the responsibility of the Construction Manager to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and is consistent with the Project Manager's direction. It is estimated that it will take 35 Calendar Days to complete construction of the project. Direct travel costs, including mileage, lodging, per diem, etc. are in addition to the engineering hours expended.

6.1 Field Inspection/Coordination. The Project Manager will make on-site visits, as required, to deal with construction issues as necessary for the duration of the project. It is estimated that the Project Manager will be required to make a minimum of 2 site visits to the project.

6.2 Resident Engineering. The Field Engineer/Inspector will work approximately 10 hours per day. It is assumed that the Field Engineer/Inspector will be able to conduct random employee interviews and complete all daily project documentation in the course of the shift and that total inspection on-site time is anticipated to be 35 calendar days.

6.3 Review Construction Submittals. This task will consist of reviewing and approving the shop drawings and material submittal data received from the contractor. Engineering field personnel will also review copies of other construction items for general compliance with the construction documents.

6.4 Review Contractor Payroll Forms. This task will consist of reviewing the contractor certified payrolls for compliance with the Davis-Bacon Act wage determinations. The contractor will be notified of discrepancies between the contractor wages and the required wage rates and corrected as necessary.

6.5 Calculate Construction Quantities. Engineering field personnel will maintain record of the progress and will review the quantity records with the contractor on a periodic basis.

6.6 Prepare/Submit Weekly Reports. Engineering field personnel will prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA, and the office.

7.0 Post Construction Coordination Phase

This phase will consist of project close out and site cleanup.

7.1 Conduct Final Inspection. Jviation, along with the Sponsor and FAA (if available), will conduct the final inspection. All acceptance test summaries must be accepted by the FAA prior to final inspection.

7.2 Prepare Clean-up Item List. Jviation will assure the contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.) and the site is clean.

7.3 Prepare Engineering Record Drawings. Jviation will prepare the record drawings indicating modifications made during construction. The actual drafting involved on these items is covered under the

Construction Administration Phase of the project.

7.4 Prepare Final Construction Report. Jviation will prepare the final construction report. The actual clerical work involved on this item is covered under the Construction Administration Phase of the project.

7.5 Update and Modify Airport Layout Plan (ALP). Jviation will provide a CAD file of the work completed at the airport during this project to the airport Master Plan consultant for update of the ALP.

7.6 Summarize Project Costs. Jviation will be required to obtain all administrative expenses, engineering fees and costs, surveying costs, testing costs, and construction costs associated with project and assemble a total project summary. The summary will be compared with available funding.

7.7 Assist with Project Audit. When requested by the Sponsor or FAA, Jviation will assist with any project audit. Jviation will provide files requested that are pertinent to the project cost and completion.

7.8 DBE Uniform Report. Jviation will complete and submit the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for Cedar City upon the completion of the project.

Special Considerations

The following special considerations are required for this project but will be completed by sub-consultants to Jviation. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Pavement Evaluation/Geotechnical Investigation (For Design). The existing pavement and pavement section soils shall be tested to determine the existing soil characteristics and CBR strength. This investigation will include the following:

- ➔ Soil borings at 6 locations.
- ➔ Determination of asphalt binder grade.
- ➔ Depth of water table if encountered.
- ➔ Condition of existing granular section.
- ➔ Laboratory testing to include:
 - In-situ density, moisture content, soil description and classification (USCS).
 - CBR and K-value of underlying subgrade material (ASTM D 1883).
 - Swell/consolidation potential for underlying soils.
 - Gradation of subgrade materials including percent finer than 0.02 mm.
 - Atterberg limits of subgrade materials.
 - Proctor test results (ASTM D 1557) for material layers encountered.
 - Geotechnical considerations and recommendations for apron pavement section (mill and overlay and concrete hardstand).
- ➔ Other necessary tests to determine suitability of rehabilitation options.
- ➔ Recommendations for rehabilitation options.

A report will be completed and include a write up with conclusions/recommendations, testing area map, and testing data.

Acceptance Testing (For Construction). The acceptance testing will be performed under the direct supervision of the Field Engineer/Inspector. All acceptance test summaries must be accepted by the FAA prior to final inspection. Certified Materials Technicians will perform the necessary material acceptance testing for the following items as detailed in the Project Specifications:

- ➔ Item P-152 Excavation and Embankment
- ➔ Item P-154 Subbase Course

- Item P-926 Unstabilized Permeable Subbase Course
- Item P-304 Cement Treated Base Course
- Item P-401 Plant Mix Bituminous Pavement
- Item P-501 Portland Cement Concrete Pavement
- Item P-610 Structural Portland Cement Concrete
- Item D-701 Pipe for Storm Drains and Culverts
- Item D-705 Pipe Underdrains for Airports

AIRPORT: Cedar City Regional
LOCATION: Cedar City, Utah

Detailed Engineering Fee Breakout

AIP PROJECT NUMBER: 3-49-0005-31
3/15/2016

PROJECT DESCRIPTION: Terminal Apron Hardstand Construction, Terminal Apron Asphalt Rehabilitation and Taxiway Delta Pavement Maintenance

PHASE	Proposed Fee	Independent Fee Analysis	Negotiated Fee
PART A - BASIC SERVICES			
1.0 Preliminary Design Phase	\$ 25,087.00	\$ -	\$ -
2.0 Design Phase	\$ 43,628.50	\$ -	\$ -
3.0 Bidding Phase	\$ 5,836.50	\$ -	\$ -
SUB-TOTAL PART A BASIC SERVICES	\$ 74,552.00		
PART B - SPECIAL SERVICES			
4.0 Construction Administration Phase	\$ 4,180.00	\$ -	\$ -
5.0 Pre-Construction Coordination Phase	\$ 1,654.00	\$ -	\$ -
6.0 On-Site Construction Coordination Phase	\$ 26,474.00	\$ -	\$ -
7.0 Post Construction Coordination Phase	\$ 2,580.00	\$ -	\$ -
8.0 Pavement Evaluation/Geotechnical Testing Report	\$4,000.00	\$ -	\$ -
9.0 Acceptance Testing	\$7,700.00	\$ -	\$ -
10.0 General Administrative Overhead (150% of Direct Salary Cost)	\$38,052.00	\$ -	\$ -
Fixed Payment (15%)	\$12,711.00	\$ -	\$ -
SUB-TOTAL PART B SPECIAL SERVICES	\$98,000.00		
TOTAL ENGINEERING FEES	\$166,452.00		

PART A - BASIC SERVICES

Item No.	Principal	Senior Consultant	Project Manager I	Project Manager II	Engineer	Electrical Engineer	Environmental Planner I	Associate Engineer	Surveyor	C-ADD Tech II	Support	Total Hours	Alloc. Costs	Cost Summary
1.0 Preliminary Design Phase														
1.1 Meetings with the Sponsor and FAA	4	4	4	4	16							60		\$8,940.00
1.2 Prepare Project Scope of Work and Contract			2	12	4							22		\$3,670.00
1.3 Prepare Federal Grant Application											3	8		\$876.00
1.4 Coordinate and Perform Topographical Survey				4					16			24		\$2,148.00
1.5 Complete/Submit FAA Form 7460	4											4		\$464.00
1.6 Complete Categorical Exclusion and Environmental Checklist				4			10					18		\$2,100.00
1.7 Coordinate Pavement Investigation/Geotechnical Testing				8								8		\$1,200.00
1.8 Update DBM Program and Grade	4	4			20	0	10	0	16	10	6	144		\$716.00
Estimated Total Manhours	4	8	6	72	20	0	10	0	16	10	6	144		
Summary Costs	\$940.00	\$928.00	\$1,170.00	\$10,400.00	\$2,700.00	\$0.00	\$1,200.00	\$0.00	\$1,248.00	\$750.00	\$378.00		\$0.00	
Reimbursables														
1.01 Miscellaneous														\$0.00
1.02 Auto Rental														\$0.00
1.03 Mileage				600					120			720.00		\$414.00
1.04 Lodging												0 Days		\$0.00
1.05 Per Diem			1	6	1				1			9 Days		\$459.00
1.06 Travel and Airfare Costs												0 Days		\$0.00
1.07 Field Vehicle												0 Days		\$0.00
1.08 Office Vehicle												0 Days		\$0.00
Total Preliminary Design Phase														\$20,987.00

Checks

PART A - BASIC SERVICES (CONT.)

Item No.	Design Phase	Principal	Senior Consultant	Project Manager III	Project Manager I	Engineer	Electrical Engineer	Environmental Planner I	Associate Engineer	Surveyor	CADD Tech II	Support	Total Hours	Misc. Costs	Cost Summary
2.0	Prepare Preliminary Contract Documents	\$235.00	\$116.00	\$195.00	\$150.00	\$135.00	\$140.00	\$120.00	\$105.00	\$78.00	\$75.00	\$63.00	18		\$2,118.00
2.1	Inventory Existing Utilities					4						6	4		\$540.00
2.2	Pavement Design					2									\$570.00
2.3	Drainage Design					3									\$555.00
2.4	Prepare Preliminary Plans					16							160		\$15,440.00
2.5	Prepare Preliminary Technical Specifications					24			40		80	4	20		\$2,652.00
2.6	Prepare Preliminary Special Provisions					16						4	8		\$792.00
2.7	Coordinate Phases for Construction					4							6		\$772.00
2.8	Complete/Submit Permits		2			4							4		\$540.00
2.9	Calculate Estimated Quantities					4							4		\$1,080.00
2.10	Prepare Estimate of Probable Construction Cost					8							8		\$1,080.00
2.11	Construction Safety and Phasing Plan (CSPP)					8							8		\$1,702.00
2.12	Prepare Design Engineer's Report and Modification of Standard		2			16						8	12		\$3,984.00
2.13	Plan Review at 60% and 95% Complete		3			24						6	48		\$6,350.00
2.14	In House Quality Control					12							12		\$2,340.00
2.15	Prepare and Submit Final Plans and Specifications					8						6	34		\$2,588.00
2.16	Estimated Total Man-hours	0	6	12	85	107	0	0	40	0	88	34	364		\$4,628.00
2.17	Summary Costs	\$0.00	\$696.00	\$2,340.00	\$12,750.00	\$14,445.00	\$0.00	\$0.00	\$4,200.00	\$0.00	\$6,400.00	\$2,142.00		\$0.00	
2.18	Reimbursables														
2.19	Miscellaneous														\$0.00
2.20	Auto Rental												0 Days		\$70.00
2.21	Mileage					440							460 Mi		\$264.50
2.22	Lodging					1							1 Day		\$89.00
2.23	Travel					2							2 Days		\$102.00
2.24	Travel and Airfare Costs												0 Days		\$0.00
2.25	Field Vehicle												0 Days		\$70.00
2.26	Office Vehicle												0 Days		\$50.00
2.27	Estimated Total Man-hours	0	12	0	0	28	0	0	0	0	0	4	44		\$270.00
2.28	Summary Costs	\$0.00	\$1,392.00	\$0.00	\$0.00	\$3,740.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$352.00		\$0.00	
2.29	Reimbursables														
2.30	Miscellaneous														\$0.00
2.31	Auto Rental												0 Days		\$70.00
2.32	Mileage					470							540 Mi		\$310.50
2.33	Lodging					1							2 Days		\$102.00
2.34	Travel					2							2 Days		\$102.00
2.35	Travel and Airfare Costs												0 Days		\$0.00
2.36	Field Vehicle												0 Days		\$70.00
2.37	Office Vehicle												0 Days		\$50.00
2.38	Estimated Total Man-hours	0	12	0	0	28	0	0	0	0	0	4	44		\$270.00
2.39	Summary Costs	\$0.00	\$1,392.00	\$0.00	\$0.00	\$3,740.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$352.00		\$0.00	
2.40	Reimbursables														
2.41	Miscellaneous														\$0.00
2.42	Auto Rental												0 Days		\$70.00
2.43	Mileage					470							540 Mi		\$310.50
2.44	Lodging					1							2 Days		\$102.00
2.45	Travel					2							2 Days		\$102.00
2.46	Travel and Airfare Costs												0 Days		\$0.00
2.47	Field Vehicle												0 Days		\$70.00
2.48	Office Vehicle												0 Days		\$50.00
2.49	Estimated Total Man-hours	0	12	0	0	28	0	0	0	0	0	4	44		\$270.00
2.50	Summary Costs	\$0.00	\$1,392.00	\$0.00	\$0.00	\$3,740.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$352.00		\$0.00	
2.51	Reimbursables														
2.52	Miscellaneous														\$0.00
2.53	Auto Rental												0 Days		\$70.00
2.54	Mileage					470							540 Mi		\$310.50
2.55	Lodging					1							2 Days		\$102.00
2.56	Travel					2							2 Days		\$102.00
2.57	Travel and Airfare Costs												0 Days		\$0.00
2.58	Field Vehicle												0 Days		\$70.00
2.59	Office Vehicle												0 Days		\$50.00
2.60	Estimated Total Man-hours	0	12	0	0	28	0	0	0	0	0	4	44		\$270.00
2.61	Summary Costs	\$0.00	\$1,392.00	\$0.00	\$0.00	\$3,740.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$352.00		\$0.00	
2.62	Reimbursables														
2.63	Miscellaneous														\$0.00
2.64	Auto Rental												0 Days		\$70.00
2.65	Mileage					470							540 Mi		\$310.50
2.66	Lodging					1							2 Days		\$102.00
2.67	Travel					2							2 Days		\$102.00
2.68	Travel and Airfare Costs												0 Days		\$0.00
2.69	Field Vehicle												0 Days		\$70.00
2.70	Office Vehicle												0 Days		\$50.00
2.71	Estimated Total Man-hours	0	12	0	0	28	0	0	0	0	0	4	44		\$270.00
2.72	Summary Costs	\$0.00	\$1,392.00	\$0.00	\$0.00	\$3,740.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$352.00		\$0.00	
2.73	Reimbursables														
2.74	Miscellaneous														\$0.00
2.75	Auto Rental												0 Days		\$70.00
2.76	Mileage					470							540 Mi		\$310.50
2.77	Lodging					1							2 Days		\$102.00
2.78	Travel					2							2 Days		\$102.00
2.79	Travel and Airfare Costs												0 Days		\$0.00
2.80	Field Vehicle												0 Days		\$70.00
2.81	Office Vehicle												0 Days		\$50.00
2.82	Estimated Total Man-hours	0	12	0	0	28	0	0	0	0	0	4	44		\$270.00
2.83	Summary Costs	\$0.00	\$1,392.00	\$0.00	\$0.00	\$3,740.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$352.00		\$0.00	
2.84	Reimbursables														
2.85	Miscellaneous														\$0.00
2.86	Auto Rental												0 Days		\$70.00
2.87	Mileage					470							540 Mi		\$310.50
2.88	Lodging					1							2 Days		\$102.00
2.89	Travel					2							2 Days		\$102.00
2.90	Travel and Airfare Costs												0 Days		\$0.00
2.91	Field Vehicle												0 Days		\$70.00
2.92	Office Vehicle												0 Days		\$50.00
2.93	Estimated Total Man-hours	0	12	0	0	28	0	0	0	0	0	4	44		\$270.00
2.94	Summary Costs	\$0.00	\$1,392.00	\$0.00	\$0.00	\$3,740.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$352.00		\$0.00	
2.95	Reimbursables														
2.96	Miscellaneous														\$0.00
2.97	Auto Rental												0 Days		\$70.00
2.98	Mileage					470							540 Mi		\$310.50
2.99	Lodging					1							2 Days		\$102.00
3.00	Travel					2							2 Days		\$102.00
3.01	Travel and Airfare Costs												0 Days		\$0.00
3.02	Field Vehicle												0 Days		\$70.00
3.03	Office Vehicle												0 Days		\$50.00
3.04	Estimated Total Man-hours	0	12	0	0	28	0	0	0	0	0	4	44		\$270.00
3.05	Summary Costs	\$0.00	\$1,392.00	\$0.00	\$0.00	\$3,740.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$352.00		\$0.00	
3.06	Reimbursables														
3.07	Miscellaneous														\$0.00
3.08	Auto Rental												0 Days		\$70.00
3.09	Mileage					470							540 Mi		\$310.50
3.10	Lodging					1							2 Days		\$102.00
3.11	Travel					2							2 Days		\$102.00
3.12	Travel and Airfare Costs												0 Days		\$0.00
3.13	Field Vehicle												0 Days		\$70.00
3.14	Office Vehicle												0 Days		\$50.00
3.15	Estimated Total Man-hours	0	12	0	0	28	0	0	0	0	0	4	44		\$270.00
3.16	Summary Costs	\$0.00	\$1,392.00	\$0.00	\$0.00	\$3,740.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$352.00		\$0.00	
3.17	Reimbursables														
3.18	Miscellaneous														\$0.00
3.19	Auto Rental												0 Days		\$70.00
3.20	Mileage					470							540 Mi		\$310.50
3.21	Lodging					1							2 Days		\$102.00
3.22	Travel					2							2 Days		\$102.00
3.23	Travel and Airfare Costs												0 Days		\$0.00
3.24	Field Vehicle												0 Days		\$70.00
3.25	Office Vehicle												0 Days		\$50.00
3.26	Estimated Total Man-hours	0	12	0	0	28	0	0	0	0	0</				

PART B - SPECIAL SERVICES

Item No.	Construction Administration Phase	Principal	Senior Consultant	Project Manager III	Project Manager I	Engineer	Electrical Engineer	Environmental Planner I	Inspector	Surveyor	CADD Tech II	Support	Total Hours	Alloc. Costs	Cost Summary
4.0	Construction Administration Phase	\$74.00	\$37.00	\$63.00	\$47.00	\$43.00	\$44.00	\$38.00	\$36.00	\$25.00	\$24.00	\$20.00	12		\$32.00
4.1	Prepare Construction Contract and Documents					4						8	12		\$32.00
4.2	Office Assistance					4						16	20		\$40.00
4.3	Periodic Cost Estimate and Request for Reimbursement					8						16	24		\$64.00
4.4	Weekly/Monthly Reports					16							16		\$64.00
4.5	Change Orders/Supplemental Agreements					16					4		20		\$80.00
4.6	Record Drawings					4					16		20		\$80.00
4.7	Final Construction Report					8						16	24		\$64.00
	Estimated Total Man-Hours	0	0	0	0	60	0	0	0	0	20	56	136		\$416.00
	Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$2,580.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480.00	\$1,120.00		\$0.00	
4.90	Reimbursables														
4.91	Miscellaneous														\$0.00
4.92	Auto Rental												0 Days	\$70.00	\$0.00
4.93	Mileage												0 Mi.	\$0.575	\$0.00
4.94	Lodging												0 Days	\$69.00	\$0.00
4.95	Per Diem												0 Days	\$51.00	\$0.00
4.96	Travel and Airfare Costs												0 Days	\$0.00	\$0.00
4.97	Field Vehicle												0 Days	\$70.00	\$0.00
4.98	Office Vehicle												0 Days	\$50.00	\$0.00
	Estimated Total Man-Hours	0	0	0	0	60	0	0	0	0	20	56	136		\$416.00
	Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$2,580.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480.00	\$1,120.00		\$0.00	

Item No.	Pre-Construction Coordination Phase	Principal	Senior Consultant	Project Manager III	Project Manager I	Engineer	Electrical Engineer	Environmental Planner I	Inspector	Surveyor	CADD Tech II	Support	Total Hours	Alloc. Costs	Cost Summary
5.0	Pre-Construction Coordination Phase	\$74.00	\$37.00	\$63.00	\$47.00	\$43.00	\$44.00	\$38.00	\$36.00	\$25.00	\$24.00	\$20.00	12		\$32.00
5.1	Prepare Project Files					6						8	14		\$48.00
5.2	Prepare/Conduct Pre-Construction Meeting					10			6				22		\$92.00
5.4	Review Safety Plan Compliance Document (SPCD)				6	2							2		\$8.00
	Estimated Total Man-Hours	0	0	0	6	18	0	0	6	0	0	8	38		\$160.00
	Summary Costs	\$0.00	\$0.00	\$0.00	\$252.00	\$774.00	\$0.00	\$0.00	\$216.00	\$0.00	\$0.00	\$160.00		\$0.00	
5.90	Reimbursables														
5.91	Miscellaneous														\$0.00
5.92	Auto Rental												0 Days	\$70.00	\$0.00
5.93	Mileage				120								120 Mi.	\$0.58	\$0.00
5.94	Lodging												0 Days	\$69.00	\$0.00
5.95	Per Diem				1	1			1				3 Days	\$51.00	\$153.00
5.96	Travel and Airfare Costs												0 Days	\$0.00	\$0.00
5.97	Field Vehicle												0 Days	\$70.00	\$0.00
5.98	Office Vehicle												0 Days	\$50.00	\$0.00
	Estimated Total Man-Hours	0	0	0	121	19	0	0	7	0	0	8	140		\$1,654.00
	Summary Costs	\$0.00	\$0.00	\$0.00	\$252.00	\$774.00	\$0.00	\$0.00	\$216.00	\$0.00	\$0.00	\$160.00		\$0.00	

Item No.	On-Site Construction Coordination Phase	Principal	Senior Consultant	Project Manager III	Project Manager I	Engineer	Electrical Engineer	Environmental Planner I	Inspector	Surveyor	CADD Tech II	Support	Total Hours	Misc. Costs	Cost Summary
6.0	Field Inspection/Coordination	\$74.00	\$37.00	\$67.00		\$43.00	\$140.00	\$38.00	\$36.00	\$25.00	\$24.00	\$20.00	48	\$0.00	\$400.00
6.1	Field Inspection/Coordination				48										\$2,256.00
6.2	Resident Engineering								350				350		\$12,600.00
6.3	Review Construction Submittals				16								16		\$752.00
6.4	Review Contractor Payroll Forms											16			\$520.00
6.5	Calculate Construction Quantities				8								8		\$376.00
6.6	Prepare/Submit Weekly Reports												0		\$0.00
Estimated Total Man-hours															
Summary Costs															
6.90	Reimbursables	\$0.00	\$0.00	\$0.00	\$3,384.00	\$0.00	\$0.00	\$0.00	\$12,600.00	\$0.00	\$0.00	\$0.00	438	\$0.00	\$0.00
6.91	Miscellaneous (Materials/Travel)													\$500.00	\$500.00
6.92	Auto Rental												0 Days	\$0.00	\$0.00
6.93	Mileage				480				3200				3880 Mi	\$0375	\$2,116.00
6.94	Lodging								35				35 Days	\$89.00	\$3,115.00
6.95	Per Diem				4				35				39 Days	\$51.00	\$1,989.00
6.96	Travel and Airlane Costs												0 Trips	\$0.00	\$0.00
6.97	Field Vehicle												0 Trips	\$0.00	\$0.00
6.98	Office Vehicle								35				35 Days	\$70.00	\$2,450.00
Estimated Total Man-hours															
Summary Costs															
6.99	Reimbursables	\$0.00	\$0.00	\$0.00	\$3,384.00	\$0.00	\$0.00	\$0.00	\$12,600.00	\$0.00	\$0.00	\$0.00	438	\$0.00	\$0.00
Total Construction Coordination Phase															
Costs															

Item No.	Post Construction Coordination Phase	Principal	Senior Consultant	Project Manager III	Project Manager I	Engineer	Electrical Engineer	Environmental Planner I	Inspector	Surveyor	CADD Tech II	Support	Total Hours	Misc. Costs	Cost Summary
7.0	Final Inspection	\$74.00	\$37.00	\$67.00		\$43.00	\$140.00	\$38.00	\$36.00	\$25.00	\$24.00	\$20.00	12	\$0.00	\$400.00
7.1	Final Inspection				6								12		\$408.00
7.2	Prepare Clean-up Item List				2				8				2		\$94.00
7.3	Prepare Engineering Record Drawings				4								12		\$476.00
7.4	Prepare Final Construction Report				8				4				12		\$520.00
7.5	Update and Modify Airport Layout Plan (ALP)				4								8		\$344.00
7.6	Summarize Project Costs				4				4				8		\$332.00
7.7	Assist with Project Audit				2								6		\$174.00
7.8	DBE Uniform Report												2		\$70.00
Estimated Total Man-hours															
Summary Costs															
7.90	Reimbursables	\$0.00	\$0.00	\$0.00	\$1,410.00	\$0.00	\$0.00	\$0.00	\$792.00	\$0.00	\$96.00	\$120.00	62	\$0.00	\$0.00
7.91	Miscellaneous													\$0.00	\$0.00
7.92	Auto Rental												0 Days	\$0.00	\$0.00
7.93	Mileage				120								120 Mi	\$0375	\$69.00
7.94	Lodging								1				0 Days	\$89.00	\$89.00
7.95	Per Diem				1								2 Days	\$51.00	\$102.00
7.96	Travel and Airlane Costs												0 Trips	\$0.00	\$0.00
7.97	Field Vehicle												0 Days	\$0.00	\$0.00
7.98	Office Vehicle												0 Days	\$0.00	\$0.00
Estimated Total Man-hours															
Summary Costs															
7.99	Reimbursables	\$0.00	\$0.00	\$0.00	\$1,410.00	\$0.00	\$0.00	\$0.00	\$792.00	\$0.00	\$96.00	\$120.00	62	\$0.00	\$0.00
Total Post Construction Coordination Phase															
Costs															

Item No.	Pavement Evaluation/Geotechnical Testing Report - Gen Engineering														\$4,000.00
SUB	Acceptance Testing - Landmark Testing & Engineering														\$7,700.00
Total Subcontractors															
General Administrative Overhead (15% of Direct Salary Costs)															
Sub-Total Part B - Special Services															
Fixed Payment (15%)															
TOTAL PART B - SPECIAL SERVICES															
\$98,000.00															

**CEDAR CITY
COUNCIL AGENDA ITEM 4
STAFF INFORMATION SHEET**

TO: Mayor and Council
FROM: Trevor McDonald
DATE: April 20, 2016
SUBJECT: Review Bids for the Sewer Manhole Rehabilitation Project

DISCUSSION:

The Sewer Collections Division has tested and assessed various manhole rehabilitation products. From the products assessed, the division has determined that Sprayroq's Spraywall application is best fit for the City's current situation. Advertisement for bids was sent out specifying this specific product.

The project includes rehabilitating sewer manholes experiencing deterioration from corrosive septic environments. The rehab will include repairing damaged manhole walls and then spraying the interior surfaces with a corrosion resistant coating. Bids were publicly advertised and solicited to all of the qualified Sprayroq applicators in the region. This included three applicators located in Idaho, southern California, and Colorado. Even though all three qualified applicators showed interest in bidding, only one submitted a bid: Pipeline Inspection Services bid **\$288,100**.

This project will be funded by the Manhole Rehab capital budget and the annually budgeted, Sewer Line Maintenance fund. The project was designed for roughly half of the work to come from the current fiscal budget and the other half to go into next fiscal year's budget. Working over two budget years will allow rehabilitation on twice as many manholes under one project which minimizes mobilization expenses and project management costs. It is anticipated that City Council will approve sufficient budget for next year's Sewer Line Maintenance fund to complete this project and realize the aforementioned savings.

Account	Contributing Funds
Manhole Rehab Capital Improvement	\$ 70,293.00
Sewer Line Maintenance Operations Cur. Yr	\$ 110,806.00
<i>Sewer Line Maintenance Operations Next Yr</i>	<i>\$ 107,001.00</i>
Total	\$ 288,100.00

City Council may proceed with selecting and awarding the bid. Awarding the bid would be on condition that the contractor provides the required executed bonding, insurance documents, immigration status verification, and that the Mayor be authorized to sign the contract with the contractor.

It is recommended that the bid for the Sewer Manhole Rehab Project be awarded to Pipeline Inspection Services for the amount of \$288,100.00.

CEDAR CITY COUNCIL
AGENDA ITEMS - 5
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: April 18, 2016

SUBJECT: consider approval of an agreement for public defender services.

DISCUSSION:

One of the functions of the City Attorney's office is to prosecute infractions and class B and C misdemeanors cited by the Cedar City Police Department. In conjunction with said prosecution function the City is required to provide legal counsel to indigent defendants. The method the City has employed to provide indigent defense counsel has been through contract. Until recently the City has contracted with Randall Allen. Mr. Allen has given appropriate notice his contract with Cedar City.

The City has published a request for proposals seeking qualified individuals to provide indigent defense counsel services. Three (3) proposals were received from local attorneys. All three of the proposals offered were presented by very well qualified and respected members of the bar. The City had a group of three (3) individuals review the proposals. The top score after the review belonged to Candace N. Reid. Mrs. Reid had previously prosecuted for Iron County a similar case load that she will now be defending. Mrs. Reid has also been employed by Washington County as defense council for more than a year.

Attached is a proposed agreement between the City and Mrs. Reid. The agreement covers the scope of the services she is expected to provide. The cost to the City is \$18,000 per year. The City would make monthly payments. Mrs. Reid would commence her services in June when Mr. Allen steps down.

The Legal Department has a budget for professional services. The amount bid by Mrs. Reid will not result in a request for additional budget resources in FY '16-'17.

Please consider approving the public defender agreement with Mrs. Reid.

PUBLIC DEFENDER AGREEMENT

This agreement is made and entered into on this ____ day of _____, 2016, by and between Cedar City Corporation, a municipal corporation and political subdivision of the State of Utah, hereinafter referred to as "City"; and Candace N. Reid, attorney at law, hereinafter referred to as "Public Defender".

WHEREAS, pursuant to the laws of the State of Utah (UCA §77-32-101 et. seq.), City is obligated to provide legal counsel and services for individuals found indigent and accused of committing misdemeanors within Cedar City, State of Utah, who are apprehended, charged, and prosecuted by Cedar City; and

WHEREAS, City has sent out a request seeking proposals from qualified attorneys to represent indigent defendants; and

WHEREAS, in compliance with state and federal law, City does hereby enter into a contract with Public Defender to provide services and counsel for indigent defendants who are accused of committing misdemeanors within City and who are being prosecuted by City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Public Defender agrees that from the first day of June, 2016, until the first day of July, 2019, she will represent indigent defendants accused of misdemeanors committed in City and prosecuted by City. Indigent persons who are unable to employ counsel as determined by the Cedar City Justice Court and who are so situated that representation by Public Defender does not present a conflict of interest. Public Defender shall represent indigent defendants through trial and any appeal of right. Representation shall commence upon notice from the appointing Judge to Public Defender that such a person has requested legal counsel and has been found indigent, and shall continue until the matter has been legally completed. The question of full legal completion is to be made at the sole discretion of Public Defender, with the consent and permission of the Judge of competent jurisdiction.
2. City and Public Defender agree that it is Public Defender's responsibility to provide for representation for up to two (2) co-defendants in each case. City and Public Defender agree that in multiple defendant cases where there are three (3) or more defendants, Public Defender's responsibility shall extend to only two (2) clients. Thereafter additional representation shall be at City's expense. In the event that a conflict of interest exists which prevents Public Defender from representing two (2) clients referred to above, it shall be the duty and responsibility of Public Defender to obtain conflict council to handle the conflict case with Public Defender being responsible for the legal fees, if any, for the conflict council for representation for two (2) defendants in any case.
3. As consideration for Public Defender's services City agrees to pay Public Defender the sum of eighteen thousand (\$18,000) dollars per year. Payment of said sum shall be on a monthly basis at the rate of one thousand five hundred dollars (\$1,500) per month. Payment at this rate shall

commence in June 2016, and continue each month as long as this agreement is in effect. The consideration for Public Defender services may be increased by up to five percent (5%) after each three-year term of service upon request of either party at least sixty (60) days prior to the deadline for an extension agreement. This increased amount shall remain the consideration for the remaining years of this agreement.

4. It is further understood and agreed that Public Defender will not be required to conclude any case commenced but not concluded during the term of this agreement.
5. Public Defender will provide email contact and telephone contact information to the Court and City so Public Defender's clients may be informed as to the means to contact Public Defender. Public Defender agrees to maintain at least three (3) set pre-announced and open door office hours per week in a location Public Defender will make known to the Court. The office hours will allow time for Public Defender to meet and discuss matters with her clients. In addition Public Defender agrees to be available for additional appointments with clients as necessary.
6. Public Defender agrees to receive electronic discovery from City. Public Defender shall provide City with email information where City may send discovery within a reasonable time upon learning of Public Defender's appointment. If Public Defender does not receive discovery in a timely manner Public Defender may serve a written request on City for Discovery. If there are discoverable items that cannot be transmitted electronically to Public Defender, City shall send discovery to Public Defender via mail. Public Defender acknowledges that information contained with discovery may be private, protected and/or controlled as those terms are defined under the State of Utah Government Records Access Management Act. Public Defender agrees to use the information in discovery for purposes related to the scope of her representation as Public Defender and to protect and safeguard information from otherwise being disclosed. An alternative method of discovery may be used if mutually agreed to by Public Defender and the City Attorney's office, or ordered by a Court of competent Jurisdiction.
7. Public Defender shall be responsible to maintain her license with the Utah State Bar Association. Public Defender shall be responsible to maintain a Cedar City Business License. A lapse in either licensure shall constitute a breach of this agreement.
8. This agreement shall have an initial term as stated in paragraph (1) above. City and Public Defender have the option to extend this contract for two (2) additional three (3) year terms, upon the same conditions contained herein. In order to exercise this option, City and Public Defender shall sign

an extension agreement no less than sixty (60) days prior to the expiration of the then existing term.

9. This agreement may be terminated by either party without cause after giving the other party ninety (90) days written notice.
10. This agreement represents the entire agreement between the parties. It is an integrated agreement. No prior or subsequent written or oral statements related to the subject matter of this agreement shall be used to interpret this agreement.
11. This agreement may only be amended by a written document duly executed by both parties.
12. In the event of a dispute City and Public Defender are not able to resolve through negotiation, jurisdiction is vested in the Utah District Courts. Venue is vested in the 5th Judicial District Court in and for Iron County, Utah.
13. This agreement shall be interpreted in accordance with the laws of the State of Utah.

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City's signature page.

Dated this ____ day of May, 2016.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

STATE OF UTAH)
 :ss.
COUNTY OF IRON)

This is to certify that on the _____ day of _____, 2016, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile L. Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile L. Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC

Public Defender's signature page.

Dated this _____ day of _____, 2016.

CANDACE N REID
ATTORNEY AT LAW

STATE OF UTAH)
 :ss.
COUNTY OF IRON)

On this _____ day of _____, 2016, personally appeared
before me CANDACE N REID who duly acknowledged to me that she signed the above and
foregoing document.

NOTARY PUBLIC